### 7747 County Road N, Sun Prairie WI 53590 Town Board Meeting February 10, 2025, at 6:00 pm

The Bristol Town Board will hold a Joint meeting on Monday, February 10, 2025, at 6:00 p.m., located at the Bristol Town Hall, 7747 County Road N, Sun Prairie WI 53590.

### **AGENDA**

- I. Order of Business
  - a. Call to Order
  - b. Pledge of Allegiance
  - c. Approval of Minutes: January 13, 2025, Meeting
  - d. Approval of January 2025 Check Register & December 2024 & January 2025 Treasurer's Report
- II. Public Comment Items Not on The Agenda
- III. Parks Committee Report
- IV. Business
  - a. Discuss/Consider Gutter Repair for Town Hall Building
  - b. Discuss/Consider Town Retention Pond Control Burn Corner of Norway Rd & Vinburn Rd
  - c. Discuss/Consider Electronics Recycling Service by COM2 Recycling Solutions
- V. Set Future Meetings and Agendas
- VI. Adjourn.

Notice is hereby given that it is possible that a majority of the Town Board or other governmental body may be present at the above meeting of the Town Board to gather information about a subject over which they have ultimate decision-making responsibility. If such a majority is present, it will constitute a meeting of the Town Board or other governmental body under Wisconsin's Open Meeting Laws and is hereby being noticed as such, although only the Planning Commission and Town Board will take formal action at the above meeting.

Any person who has a qualifying disability as defined by the American with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact the clerk at 608-837-6494, 7747 County Road N, Sun Prairie, WI 53590, at least 24 hours prior to the meeting so the necessary arrangements can be made to accommodate each request.

Kim Grob, Town Clerk-Treasurer Certified Posting: 2-7-2025 Town Hall and website.

7747 County Road N, Sun Prairie WI 53590 Town Board Meeting January 13, 2025, at 6:00 pm

#### **ORDER OF BUSINESS**

#### a. CALL TO ORDER

The meeting was called to order at 6:01pm by Chairman Willison. Board Members Present – Willison, Grove and Kvalo. Sign-in sheet on file in Clerk's office.

#### b. PLEDGE OF ALLEGIANCE - RECITED

### c. APPROVAL OF MINUTES: DECEMBER 9 & 13, 2024, MEETINGS

Motioned by Grove and seconded by Kvalo to approve December 9, minutes as written. All ayes, motion carried. Motioned by Kvalo and seconded by Grove to approve December 13 minutes with the correction of grammatical errors. All ayes, Motion carried.

### d. APPROVAL OF CHECK REGISTER & TREASURER'S REPORT FOR DECEMBER 2024

Motioned by Grove and seconded by Kvalo to approve December 2024 check register. All ayes, motion carried. Motioned by Kvalo and seconded by Grove to table the December 2024 treasurer's reports for posting/mathematical errors. All ayes, motion carried.

#### **PUBLIC COMMENT**

Craig and Jodi White noted they did not receive an update from the Chairperson as stated during the December 9, 2024, meeting. Willison did send an email and would check on the address that he sent it to and resend it. Willison continued to explain that he did visit the neighbors' yard where the material was removed from the easement area. A landscaping mat was placed in the disturbed area. It is understood by the homeowner of 3057 Viking Pass that any continued work in the spring will stay outside of the easement. The White's requested to have an elevation report at the finish point of the work to show the sloping is correct and water drains to the driveway culvert. Cindy Voeck asked who should be contacted for water drainage issues on their side lot by the bridge and it was suggested for her to contact Jason Tuggle with Land & Water Resources.

#### PARKS COMMITTEE REPORT

Tamara Sondgeroth reported the committee would like additional information on the tree donation from CARPC before deciding what type of tree would be given.

### **BUSINESS FOR TOWN BOARD**

### a. DISCUSS/CONSIDER APPROVAL FOR SOCCER & BASEBALL MOU FOR USE OF TOWN BALL FIELDS

Tamara Sondgeroth explained that the committee decided to go with one year for soccer & baseball MOU as it would give the town time to establish long-lasting terms and conditions. Motioned by Kvalo and seconded by Grove to approve having the town's legal counsel review the MOU in time for the February 2025 meeting. All ayes, motion carried.

## b. DISCUSS TOWN SURVEY RESULTS ON CURBSIDE GARBAGE/RECYCLE COLLECTION & ATV/UTV USE ON TOWN ROADS

Survey results were reviewed with a total of 295 surveys completed. Discussion continued mostly on the curbside garbage/recycle collection topic. No decision was made by the board.

7747 County Road N, Sun Prairie WI 53590 Town Board Meeting January 13, 2025, at 6:00 pm

### c. DISCUSS/CONSIDER ZONING ORDINANCE ENFORECEMENT PROCEDURES

Mitchell Bortz from General Engineering Company gave an overview of the zoning enforcement policy for Bristol. Possible violation is investigated by GEC. Once violation is recognized a letter will be issued to the property owner requesting to come into compliance with ordinance. If a resolution does not occur, then the town's attorney will get involved with possible municipal citation being issued. Residents can contact Mitchell directly with any zoning or zoning enforcement questions.

### d. DISCUSS/CONSIDER ADOPTION OF THE UPDATED COMPREHENSIVE PLAN

Motioned by Kvalo and seconded by Grove to adopt the 2025 – 2055 Comprehensive Plan as updated. All ayes, motion carried.

### e. DISCUSS/CONSIDER RIGHT-OF-WAY (ROW) PERMITTING PROCEDURES

Fiberoptic installation in the road right-of-way has increased in Bristol in the last couple years. Currently the town does not have a ROW ordinance. The board discussed taking a proactive approach in creating an ordinance to have knowledge and more control over the work being completed in the towns right-of-way. Motioned by Kvalo and seconded by Grove to approve moving forward in creating a Right-of-Way Ordinance. All ayes, motion carried.

### SET FUTURE MEETINGS AND AGENDAS

February 10, 2025 - Board Meeting

#### **ADJOURN**

Board: Motioned by Kvalo and seconded by Grove to adjourn at 8:16pm. All ayes, Motion carried.

Submitted by Kim Grob, Clerk-Treasurer

# The Town of Bristol Account QuickReport As of January 31, 2025

| Туре                 | Date       | Num   | As of Janu<br><sub>Name</sub>          | ary 31, 2025<br>Memo                                  | Amount        |
|----------------------|------------|-------|--|---|---------------|
| Llability Check      | 01/02/2025 |       | QuickBooks Payroll Service             | Created by Payroll Service on 12/30/2024              | -6,910.65     |
| Check                | 01/03/2025 | DEBIT | Upnet Wisconsin                        | • •   | -89.99        |
| Bill Pmt -Check      | 01/13/2025 | 30172 | Columbus School District               | January Settlement                                    | -169,887.30   |
| Bill Pmt -Check      | 01/13/2025 | 30173 | Dane County Treasurer's Office         | January Settlement                                    | -815,873.25   |
| Bill Pmt -Check      | 01/13/2025 | 30174 | DeForest Area School District          | January Settlement                                    | -9,353.57     |
| Bill Pmt -Check      | 01/13/2025 | 30175 | Madison Area Tech. College             | January Settlement                                    | -174,172.55   |
| Bill Pmt -Check      | 01/13/2025 | 30176 | Sun Prairie School District            | Printer Jammed - VOID: January Settlement             | 0.00          |
| Bill Pmt -Check      | 01/13/2025 | 30177 | Sun Prairle School District            | January Settlement                                    | -2,528,455.35 |
| Bill Pmt -Check      | 01/13/2025 | 30178 | Alliant Energy/WPL                     | Twn Hall, Recycle Cntr, Egre Pk, St. Lights, Ice Rink | -1,314.30     |
| Bill Pmt -Check      | 01/13/2025 | 30179 | Associated Appraisal Consultants, Inc. | Inv. #178028 - January Services                       | -1,422.92     |
| Bill Pmt -Check      | 01/13/2025 | 30180 | General Engineering Company            | Inv. #80 - November Bldg & Land Use Permits           | -2,019.90     |
| Bill Pmt -Check      | 01/13/2025 | 30181 | Horstman Networks                      | Inv #2053001 - December Monthly IT/Email Srvcs        | -140.00       |
| Bill Pmt -Check      | 01/13/2025 | 30182 | Insight FS                             | #3017086 - November Fuel                              | -1,019.98     |
| Bill Pmt -Check      | 01/13/2025 | 30183 | LRS, LLC                               | Inv. #00005599882 - December Srvcs                    | -298.30       |
| Bill Pmt -Check      | 01/13/2025 | 30184 | Madison Sand & Gravel                  | Inv. #0050930-IN - Torpedo Sand                       | -392.61       |
| Bill Pmt -Check      | 01/13/2025 | 30185 | MG&E                                   | December24 Srycs                                      | -1,084.68     |
| Bill Pmt -Check      | 01/13/2025 | 30186 | Pellitteri Waste Systems               | Inv. #5532548 - Jan Recycle & Dec Trash Srvcs         |               |
| Bill Pmt -Check      | 01/13/2025 | 30187 | •                                      | · · · · · · · · · · · · · · · · · · ·                 | -3,230.86     |
| Bill Prnt -Check     |            |       | Sundance BioClean Inc.                 | Inv. #2935 December Janilorial Srvcs                  | -335.00       |
|                      | 01/13/2025 | 30188 | Terminator Pest Control, LLC           | Inv. #248228 - December Srycs                         | -55.00        |
| Bill Pmt -Check      | 01/13/2025 | 30189 | Town of Bristol 1                      | Septic Fee 2024 Tax Bill                              | -12.00        |
| Bill Pmt -Check      | 01/13/2025 | 30190 | Town Web Design LLC                    | Annual Website Hosting & Maint, Fee                   | -1,875.00     |
| Bill Pmt -Check      | 01/13/2025 | 30191 | US Cellular                            | January Srves   | -64.74        |
| Bill Pmt -Check      | 01/13/2025 | 30192 | Weber Tires                            | 9 Tire Disposal, Tractor Tire Plugw/patch             | -110.00       |
| Bill Pmt -Check      | 01/13/2025 | 30193 | Alan Rogers 1                          | 56901 - 7 mtgs Planning Comm 2024                     | -350.00       |
| Bill Pmt -Check      | 01/13/2025 | 30194 | Chuck Kvalo                            | 56901 - 4 mtgs Planning Comm 2024                     | -200.00       |
| Bill Pmt -Check      | 01/13/2025 | 30195 | Sandra Dulin                           | 56901 - 8 mtgs Planning Comm Meetings 2024            | -400.00       |
| Bill Pmt -Check      | 01/13/2025 | 30196 | Steven Schwartzer                      | 56901 - 8 mtgs Planning Comm 2024                     | -400.00       |
| Bill Pmt -Check      | 01/13/2025 | 30197 | Travis Larson                          | 56901 - 6 mtgs Planning Comm 2024                     | -300.00       |
| Bill Pmt -Check      | 01/13/2025 | 30198 | Scott Manke                            | 56901 - 1 mtg Planning Comm 2024                      | -50.00        |
| Paycheck             | 01/13/2025 | 30199 | Schultz, Daryl A                       | Snowplowing   | -265.29       |
| Liability Check      | 01/15/2025 | E-pay | United States Treasury                 | 39-6005805 QB Tracking # -1130580582                  | -1,884.96     |
| Liability Check      | 01/16/2025 |       | QuickBooks Payroll Service             | Created by Payroll Service on 01/15/2025              | -6,597.18     |
| Paycheck             | 01/17/2025 | 30201 | Kvalo, Chuck D.                        | Nov. & Dec. Payroli                                   | -522.98       |
| Paycheck             | 01/17/2025 | 30200 | Schultz, Daryl A                       | Snowplowing   | -77.57        |
| Bill Pmt -Check      | 01/21/2025 | 30202 | Alan Rogers 1                          | 3/11/2024 Meeting Planning Commission                 | -50.00        |
| Bill Pmt -Check      | 01/21/2025 | 30203 | Dane County Highway Department         | Inv. #30526 - 2024 Bridge Inspections                 | -1,530.00     |
| Bill Pmt -Check      | 01/21/2025 | 30204 | Dane County Treasurer's Office         | 2023 PP Leased Land                                   | -3,010.40     |
| Bill Pmt -Check      | 01/21/2025 | 30205 | Dustin Ward 1                          | Exit signs for town building                          | -105.49       |
| Bill Pmt -Check      | 01/21/2025 | 30206 | Horstman Networks                      | Office computer upgrade -remaining payment            | -1,508.00     |
| Bill Pmt -Check      | 01/21/2025 | 30207 | Insight FS                             | Fuel  | -1,498.88     |
| Bill Pmt -Check      | 01/21/2025 | 30208 | MSA Professional Services Inc          | Twin Lane Rd Project, Lov-It design review            | -5,102.45     |
| Bill Pmt -Check      | 01/21/2025 | 30209 | NAPA Auto Parts                        | Equipment parts                                       | -152.34       |
| Bill Pmt -Check      | 01/21/2025 | 30210 | Precision Communication Inc            | Inv. #174852 - 9/30/24 Srvcs Phones to new internet   | -131.25       |
| Bill Pmt -Check      | 01/21/2025 | 30211 | Sandra Dulin                           | 3/11/24 meeting Planning Commission                   | -50.00        |
| Check                | 01/22/2025 | DEBIT | Visa - Cardmember Service              | postage, LifeVac device,                              | 288.24        |
| Liability Check      | 01/24/2025 | DEBIT | WRS                                    | Pre-Tax Health Ins., Muni Pd Health Ins.              | -4,628.96     |
| Check                | 01/24/2025 | DEBIT | NUSO LLC                               | Phone Storage Srvcs                                   | -147.01       |
| Check                | 01/24/2025 | DEBIT | QuickBooks Payroll Service             | Annual Subscription QB Enterprise Gold Edition        | -1,622.17     |
| Liability Check      | 01/27/2025 | DEBIT | WRS                                    | 69-036-0118-000                                       | -1,856.00     |
| Bill Pmt -Check      | 01/28/2025 | 30212 | Decker Supply Company                  | Inv. #931227 - Street Sign                            | -34.55        |
| Bill Prnt -Check     | 01/28/2025 | 30213 | Wisconsin Towns Association            | 2025 District Trainings: Willison & Kvalo             | -130.00       |
| Bill Pmt -Check      | 01/28/2025 | 30214 | ZOLL Medical Corporation               | AED Device for Town Hall                              | -1,693.92     |
| Liability Check      | 01/29/2025 | E-pay | United States Treasury                 | 39-6005805 QB Tracking # 1109825418                   | -1,721.22     |
| Liability Check      | 01/30/2025 | E-pay | United States Treasury                 | 39-6005805 QB Tracking # 577449418                    | -20.44        |
| Liability Check      | 01/30/2025 | _ ,,  | QuickBooks Payroll Service             | Created by Payroll Service on 01/29/2025              | -6,179.23     |
| Liability Check      | 01/31/2025 |       | QuickBooks Payroll Service             | Created by Payroll Service on 01/30/2025              | -262.38       |
| Liability Check      | 01/31/2025 | DEBIT | North Shore Bank                       | 010-7001187   | -150.00       |
| Total 1001 · General |            |       | One were                               | 2.2 / 00 / 101  | -3,760,462.38 |
| TOTAL TOOL COLLECT   | an I WINI  |       |  |   | -0,100,402,30 |

### Town of Bristol Treasurer's Report December 2024 REVISED

| General | Fund |
|---------|------|
|         |      |
|         |      |

| General Fund   |      |               |     |               |                |
|--|------|---------------|-----|---------------|----------------|
| Beginning Balance 12/01/2024   |      |               |     |               | \$74,852.81    |
| Deposits   | \$   | 2,390,946.07  |     |               |                |
| Transfer from LGIP Account   | \$   | 175,000.00    |     |               |                |
| Transfter from ICS Account   | \$   | 100,000.00    |     |               |                |
| Withdrawls   |      |               | \$  | 365,306.15    |                |
| Transfer to ICS Account  |      |               | \$  | 2,300,000.00  |                |
| Ending Balance 12/31/2024  |      |               |     | =             | \$75,492.73    |
| Money Market   |      |               |     |               |                |
| Beginning Balance 12/01/2024   |      |               |     |               | \$2,010.73     |
| Interest   | \$   | 0.11          |     |               |                |
| Transfer to General Fund   |      |               | \$  | -             |                |
| Ending Balance 12/31/2024  |      |               |     | =             | \$2,010.84     |
| ICS Account  |      |               |     |               |                |
| Beginning Balance 12/01/2024   |      |               |     |               | \$169,950.36   |
| Transfer from General Fund (12-31-24)  | \$   | 2,300,000.00  |     |               |                |
| Interest   | \$   | 1,490.67      |     |               |                |
| Transfer to General Fund (12-6-24)   |      |               | \$  | 100,000.00    |                |
| Ending Balance 12/31/2024  |      |               |     | =             | \$2,371,441.03 |
| I CID Fund   |      |               |     |               |                |
| LGIP Fund  |      |               |     |               |                |
| General Control of the Control of th |      |               |     |               | *              |
| Beginning Balance 12/01/2024   |      |               |     |               | \$289,955.30   |
| Interest   | \$   | 470.46        |     |               |                |
| Transfer to General Fund   |      |               | \$  | 175,000.00    |                |
| Ending Balance 12/31/2024  |      |               |     | =             | \$115,425.76   |
| <u>Parks</u>   |      |               |     |               |                |
| Beginning Balance 12/01/2024   |      |               |     |               | \$87,764.95    |
| Interest Earned  | \$   | 342.37        |     |               |                |
| Ending Balance 12/31/2024  |      |               |     | =             | \$88,107.32    |
| <u>Equipment</u>   |      |               |     |               |                |
| Beginning Balance 12/01/2024   |      |               |     |               | \$4.94         |
| Interest Earned  | \$   | 0.02          |     |               | ,              |
| Ending Balance 12/31/2024  | ·    |               |     | _             | \$4.96         |
|  |      |               |     | _             |                |
|  | Tota | al Funds As D | ece | mber 31, 2024 | \$2,652,482.64 |
| Parks Fund - LGIP  |      |               |     |               | -\$88,107.32   |
| ARPA Funds Available   |      |               |     | -             | -\$165,678.71  |
|  |      |               |     | Total Funds   | \$2,398,696.61 |

### Town of Bristol Treasurer's Report January 2025

| General Fund                |    |                 |     |               |                |
|-----------------------------|----|-----------------|-----|---------------|----------------|
| Beginning Balance 1/01/2025 |    |                 |     |               | \$75,492.73    |
| Deposits                    | \$ | 7,292,378.39    |     |               |                |
| Withdrawls                  |    |                 | \$  | 3,790,312.91  |                |
| Transfer to ICS Account     |    |                 | \$  | 2,650,000.00  |                |
| Ending Balance 1/31/2025    |    |                 |     | =             | \$927,558.21   |
| Money Market                |    |                 |     |               |                |
| Beginning Balance 1/01/2025 |    |                 |     |               | \$2,010.84     |
| Interest                    | \$ | 0.10            |     |               |                |
| Transfer to General Fund    |    |                 | \$  | *             |                |
| Ending Balance 1/31/2025    |    |                 |     | =             | \$2,010.94     |
| ICS Account                 |    |                 |     |               |                |
| Beginning Balance 1/01/2025 |    |                 |     |               | \$2,371,441.03 |
| Transfer from General Fund  | \$ | 2,650,000.00    |     |               |                |
| Interest                    | \$ | 15,758.62       |     |               |                |
| Transfer to General Fund    |    |                 | \$  | -             |                |
| Ending Balance 1/31/2025    |    |                 |     | =             | \$5,037,199.65 |
| LGIP Fund                   |    |                 |     |               |                |
| General                     |    |                 |     |               |                |
| Beginning Balance 1/01/2025 |    |                 |     |               | \$115,425.76   |
| DOT Muni Trn Aid            | \$ | 53,271.99       |     |               | • •            |
| Interest                    | \$ | 596.57          |     |               |                |
| Transfer to General Fund    | •  |                 | \$  | _             |                |
| Ending Balance 1/31/2025    |    |                 | Ψ   |               | \$169,294.32   |
| Parks                       |    |                 |     | =             | Ψ100,201.02    |
| Beginning Balance 1/01/2025 |    |                 |     |               | \$88,107.32    |
| Interest Earned             | \$ | 328.29          |     |               | ψου, 107.02    |
| Ending Balance 1/31/2025    | Ψ  | 520.29          |     | -             | \$88,435.61    |
| <u>Equipment</u>            |    |                 |     |               |                |
| Beginning Balance 1/01/2025 |    |                 |     |               | \$4.96         |
| Interest Earned             | \$ | 0.02            |     |               | ¥              |
| Ending Balance 1/31/2025    | ·  |                 |     | =             | \$4.98         |
|                             | T  | otal Funds As   | Jan | uary 31, 2025 | \$6,224,503.71 |
| B   F   1   0   D           | •  | oval i wildo Ad | Jui | y V 1, 2020   |                |
| Parks Fund - LGIP           |    |                 |     |               | -\$88,435.61   |
| ARPA Funds Available        |    |                 |     | -             | -\$165,678.71  |
|                             |    |                 |     | Total Funds   | \$5,970,389.39 |

## Cover Sheet for Agenda Packet Section

IV. Business

a.



### For all your construction needs

Roofing \* Siding \* Gutters \* Windows \* Infrared Thermography Insulation \* Water Restoration



### **Gutter Proposal**

| Submit to: Town of Bristol |       | Job Name: Same                        |  |
|----------------------------|-------|---------------------------------------|--|
| Address:                   | 4.4 ± | Job Location: Same                    |  |
| City: Bristol WI           |       | Date: December 19, 2024               |  |
| Phone: 608-400-3845        |       | E-mail: supervisor2@tn.bristol.wi.gov |  |

Scope of Work: Reseal and repitch front right gutter.

### Work on Home:

- 1. We propose to reseal leaking area on the front right gutter and repitch the front right gutter.
- 2. Remove and dispose of any debris.
- 3. Inspect for any damaged framework.
- 4. Inspect all other gutters on the building.

The Gardner Company will provide necessary building permit and dumpster.

Clean up of job-related debris on daily basis. The Gardner Company will use a rubber-tired trailer so no damage will occur to driveway from trailer delivery or pick-up.

Provide owner with Certificate of Workmanship Warranty, and Final Invoice upon final payment.

Price for gutter work on Building: \$ 2,900.00

Price does not include deteriorated Fascia or framing members if found.



### For all your construction needs

Roofing \* Siding \* Gutters \* Windows \* Infrared Thermography Insulation \* Water Restoration



## Proposal Cont'd.

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| <b>WE PROPOSE</b> to furnish material, equipment and labor in accordance with the above specifications for the sum of:   | I (We) accept the prices, specifications and labor as set forth in this proposal. Upon signature below we |
| \$ 2,900.00  | recognize this proposal as a working contract and hereby  |
| <b>NOTE:</b> This proposal may be withdrawn if not accepted Within 30 days.  | authorize the above work to be performed.   |
| Respectfully submitted by: Austin Showers 608-617-2677   |   |
| UVO-U1/-2U//   | Approved and accepted (Owner) Date  |
| A Commission of the Commission |   |
| Secretary and the secretary an | Approved and accepted (2nd owner—if any)  Date  |



### For all your construction needs





### **Payment Schedule**

The prices are payable upon completion, and the payment schedule are payable as follows:

Final payment - Payable upon project completion to reasonable satisfaction of customer.

Total Price: \$2,900.00

Down Payment: \$0

Remainder Due: \$2,900.00

\*You the buyer may cancel this transaction at any time prior to midnight of the third business day after date of this transaction." Cancellation must be made in writing. Deposit will be refunded. Customer Initial's \_\_\_\_\_

Price \$3,200.00 The Gardner Company Coupon -\$300.00 Total Project Price \$ 2,900.00







Thank you! YOUR business is greatly appreciated.

"This quote has current offers or coupons deducted and reflects price."

\*Note: The Gardner Company 10-year labor warranty will be filled out and included with final payment.



### For all your construction needs



Roofing \* Siding \* Gutters \* Windows \* Infrared Thermography
Insulation \* TPO \* EPDM \* Elastomeric Roof Coatings

### Purchaser(s) Acknowledge(s):

- 1. No rebate and/or offer to pay was given to the purchaser as an inducement for the sale in consideration of the purchaser giving to the salesperson names of prospective purchasers for the purpose of referral sales.
- 2. Purchaser(s) acknowledges receipt of a true copy of this contract, acknowledges they have read and know the contents and understands that no other agreements verbal or otherwise are binding on the parties thereto and that same contains the entire contract.
- 3. Purchaser(s) agree(s) to pay **THE GARDNER CO Inc.** or its assigns the unpaid balance due on substantial completion to be paid upon all terms and conditions set forth herein including any necessary signatures on documents that may be requested by finance source or assigns to secure this transaction.
- 4. Notice of Lien Rights: As required by the Wisconsin construction Lien LAW, The Gardner Co. Inc, hereby notifies owner that persons or companies furnishing Labor or materials for the construction on owner's Land may have lien rights on owner's land and building if not paid. Those entitled to Lien Rights, in addition to the Gardner co. Inc are those who contract directly with the owner or those who give the owner notice Within 60 days After they first furnish Labor or materials for the construction. Accordingly, owner probably will receive notices from those Who furnish Labor or materials for the construction and should have a copy of each notice received to his mortgage lender, if any. The Gardner Co. Inc. Agrees to cooperate with the owner and his lender, if any, to see that ALL potential Lien claimants are duly paid.
- 5. Additional Work: All work that is not part of this contract and scope of work will be an extra charge of \$65 per man per hour plus materials, or negotiated by THE GARDNER CO. Inc. If sheeting is required, it will be installed at an additional \$100 per sheet. If additional layers are present that are noticed upon final inspection, it will be charged at a rate of \$45 per square per layer. These rates are subject to change by THE GARDNER CO. Inc
- 6. Seller's Limited Warranty is as specified and will transfer to the Purchaser all manufacturer's written warranties. THE GARDNER CO. Inc makes no independent warranty as to materials. THE GARDNER CO. Inc warrants workmanship for five (5) years after the date of substantial completion and will remedy substantial defects in workmanship without charge to the Buyer on written notice from the Buyer within such five (5) year period. This warranty shall extend to the Purchaser alone and automatically terminate upon

Purchaser selling or vacating the property. THE GARDNER CO. Inc specifically excludes from warranty coverage and accepts no responsibility for: 1) defects in appliances and equipment covered by manufacturers warranties; 2) items not installed by THE GARDNER CO. Inc or its sub-contractors or provided by their material suppliers; 3) special incidental or consequential damages of any sort, such as lightning, gale (50 mph) force winds, tornado, ice dams (thawing an refreezing of ice, water or snow) or any other damage on or below the roof line due to leaks by excessive snow or wind-driven rain, ice or hail or other acts of God.

THE GARDNER CO. Inc shall provide to Purchaser documentation of all manufacturer's warranties for materials or equipment provided hereunder, to the extent that such manufacturer's warranties are available. THE GARDNER CO. Inc makes NO OTHER warranty of any kind either expressed or Implied, IN CONTRACT OR TORT, including specifically no Implied warranty or merchantability or fitness for particular purpose.

THE GARDNER CO. Inc shall have NO obligation to Issue warranty work unless and until final payment in full
Is received by THE GARDNER CO. Inc pursuant to the terms of this agreement. The purchaser's sole remedy against THE GARDNER CO. Inc for the work
performed under this agreement and any damages arising out of it, shall be limited to the warranty set forth above.

- 7. All surplus materials are the property of THE GARDNER CO. Inc, all materials delivered by THE GARDNER CO. Inc to the Purchaser's premises shall be stored and safely kept by the Purchaser(s) and no rental or storage charges therefore shall be made or assessed by Purchaser(s). Purchaser will supply electricity to perform all necessary work.
- 8. THE GARDNER CO. Inc will purchase all necessary building permits, perform all work in a workmanlike manner and in accordance with local building specifications.
- 9. THE GARDNER CO. Inc Assumes NO Responsibility or liability for payments made to its salespersons, employees, or subcontractors unless checks are made payable to the contractor.
- 10. During the duration of the work, the client's homeowner's insurance will be responsible for any and all interior damage as long as **THE GARDNER CO. Inc** has taken appropriate action to protect the roof and/or siding during the repairs.
- 11. THE GARDNER CO. Inc reserves the right to revoke this proposal 90 days from date accepted if said materials are not available. After 90 days, THE GARDNER CO. Inc reserves the right to revise its price in accordance with its cost in effect at such time.
- 12. Any representations, statements, or other communications not written on this agreement are agreed to be immaterial, and not relied on by either party, and do not survive the execution of this contract.



### For all your construction needs



Roofing \* Siding \* Gutters \* Windows \* Infrared Thermography
Insulation \* TPO \* EPDM \* Elastomeric Roof Coatings

- 13. Failure to pay: If the Purchaser fails to make payments as provided herein, after ten (10) days written notice, THE GARDNER CO. Inc may remove all materials installed pursuant to this contract. THE GARDNER CO. Inc shall not be liable in any way to the Purchaser for the removal of those materials.
- 14. **Signing of documents:** If the contract price is to be financed with a lending institution, the Purchaser agrees to sign any and all required documents, including but not limited to any credit application, not or deed of trust. The act of signing shall be done on the lending institution's contract documents and forms. These documents and forms shall merge with and become a part of this contract as though more fully shown on the face thereof.
- 15. **Uncontrollable Delay: THE GARDNER CO. Inc** Is not responsible for delay or inability to perform caused by strikes, acts of God, war, riots, shortages, weather conditions, public authorities or other causes or casualties beyond his control, or due to the Purchaser's conduct.
- 16. **Hidden conditions / utilities:** Contractor has prepared its estimate of the Contract sum without knowledge of any pre-existing deficiencies or defects in the building not apparent from a visual inspection of the building. If any such conditions, including without limitation, nail pops, existence of plumbing vent pipes, wood rot, or decking deflection become evident to Contractor after commencement of the work, Contractor shall adjust the Contract sum for the cost of time and materials accordingly.

If Owner has knowledge of or suspects such conditions, Owner shall advise Contractor of such conditions prior to Contractor's commencement of the work, so that Contractor can provide Owner with the best possible estimate of the Contract sum. Contractor shall not be liable for damage to stucco, brick, siding and any reset items such as chipping or breaking the stucco and brick and denting and scratching of siding or windows, such damage frequently occurs, especially with respect to very steep roofs or where there are rotted or rusted areas.

Contractor shall have no liability with respect to any solar panels, satellite dishes or weather instruments located on the building. Owner agrees to coordinate any work to be performed around such solar panels, and weather instruments with a contractor qualified in the repair and/or installation of such devices. Owner agrees to remove or cover all furniture and flooring located under a skylight. Owner shall pay for any utilities used during construction, including electricity. Owner expressly permits Contractor to include photographs, depictions, information, or representations regarding the work in Contractor's sales or marketing materials; and Contractor may place temporary advertising/marketing signage on the Property during the construction of the work.

- 17. Expectations: The work will cause inconveniences and annoyances. Contractor shall remove debris related to the work and leave the Property in a condition reasonably acceptable to Owner.
- 18. **Default; Right to cure LAW:** This Contract may not be terminated without the consent of both parties, except as expressly set forth in this Contract. If the work shall be stopped for a period more than 10 consecutive days by the order of Owner, any court or other public authority, Contractor may terminate this Contract. In the event of termination of this Contract for any reason, Owner shall pay contractor for all work performed through the date of termination, all costs relating to restocking charges in the amount of 20% for materials ordered and not yet installed, attorneys' fees and collection costs and (unless termination is due to a material breach by Contractor) anticipated profit.

In no event shall Contractor's liability under this Contract exceed the amount of the Contracted sum. Except as otherwise expressly permitted in this paragraph, the parties hereto waive all rights to consequential damages arising out of a breach of this Contract. The work performed by Contractor under this Contract, if related to a residence, is subject to the Wisconsin "Right To Cure law" and, accordingly, Contractor hereby provides the following statutory notice (in which "you" and "your" refers to "Owner").

Wisconsin LAW contains important Requirements you must follow before you may file A Lawsuit for defective construction Against the contractor Who completed your Remodeling project or Against Window or door suppliers, for example, section 895.07(2) And (3) of the Wisconsin statutes Requires you to deliver to the contractor A Written Notice of Any construction conditions that you Allege Are defective before you file your Lawsuit, and you must provide contractor the opportunity to make AN offer to Repair or pay for the construction defects, you Are Not obligated to Accept Any offer made by the contractor, but failure to Accept A Reasonable offer may Limit your Recoverable damages. ALL parties Are bound by Applicable Warranty provisions.

- 19. **Insurance Work:** If any part of the work will be paid for by the Owner's insurance, Owner expressly agrees that any portion of the work, including the cost of "upgrades" chosen by Owner, which is not approved by Owner's insurance proceeds shall be Owner's responsibility. Contractor reserves the right not to perform any work which has not been approved by Owner's insurance proceeds unless Owner provides Contractor with proof of Owner's ability to pay for such work.
- 20. THE GARDNER CO. Inc has not investigated for the presence of asbestos, lead-based paint, or mold at the subject property. THE GARDNER CO. Inc discloses that remodeling activities can disrupt or dislodge asbestos or lead based paint and that construction projects where moisture or dampness are present can result in the development of mold or other hazardous conditions. THE GARDNER CO. Inc (and its employees and sub-contractors) are not certified or trained for removal of any toxic or hazardous substances. THE GARDNER CO. Inc has not tested or inspected for the presence of any such materials and disclaims any obligation or responsibility to test for such materials at any time.

Cover Sheet for Agenda Packet Section

IV. Business

b.

## Controlled Burn Quotes Retention Pond at Norway Road & Vinburn Road

\$2,071

| Good Oak Ecological Services | \$1,343 |
|------------------------------|---------|
| Midwest Prairies             | \$1,850 |

Field & Stream Restorations

Cover Sheet for Agenda Packet Section

IV. Business

c.

### **Clerk Treasurer**

From:

Annie <annie@com2recycling.com>

Sent:

Friday, February 7, 2025 9:18 AM

To:

Chair; Chair; Supervisor 2; Clerk Treasurer

Cc:

'Ateeq Ahmed'; 'Saheem Baloch'; kathleen@com2recycling.com; 'Muneeba Maniar';

nabeel@com2recycling.com

Subject:

Proposal to provide Free Electronics Recycling Services to Town of Bristol

Dear Town of Bristol Board Members,

I hope this email finds you well.

My name is Annie, and I represent COM2 Recycling Solutions. We specialize in providing comprehensive electronic recycling services, and we are currently servicing over 40+ Municipalities in 10+ counties in the State of Wisconsin at No Cost. (References can be shared upon request)

I would like to propose that **COM2 Recycling Solutions** can offer Electronic Recycling services to Town of Bristol at **Free of Charge**, helping to reduce the costs for your County, Communities and to your residents.

We also host one day events for free of cost.

Please let me know If there is a specific person, I should contact to discuss this further or if there is a bid procedure we should be aware of to formally participate.

Thank you for your time, and I look forward to hearing from you.

Regards,

#### Annie

COM2 Recycling Solutions LLC (WI Collection site)

W140N5958, Lilly Road Menomonee Falls, WI 53051 P: 262-293-9079

E: wisconsin@com2recycling.com

### **Processing Facility**

**COM2 Recycling Solutions** 

500 Kehoe Blvd.

Carol Stream, IL 60188

877-977-2662

R2v3, ISO 9001, ISO 14001, ISO45001

www.com2recycling.com

**Certified and Responsible Recycler** 





TeamWork makes GreenWork!